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Attorneys for Defendants Brown, Bellamy, Banks,
Blaylock, Easterday, Frial, Fuhlrodt, Hance, Johnson,
Levine, Lewis, Navarro, Pasion, Peterson, Price,
Robles, Rogers, Seifert, Smith, Tyner, Wooten and
Braswell
SA2002100556

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

**JOHN D. WHITE, individually; BEVERLY ANN
WHITE, individually; ESTATE OF JOHN
DOUGLAS "J.D." WHITE, by and through his
successors in interest, JOHN D. WHITE and
BEVERLY ANN WHITE,**

Plaintiffs,

v.

FREDERICK A. BROWN, et al.,

Defendants.

NO. CIV F-02-5939 OWW TAG P
**SETTLEMENT AGREEMENT
AND RELEASE**

Plaintiffs, Estate of J.D. White, John D. White and Beverly White, by and through their
attorneys of record Michael P. Stone, Stephen J. Horvath and Michael P. Stone, P.C. Lawyers,
and defendants Brown, Bellamy, Banks, Blaylock, Easterday, Frial, Fuhlrodt, Hance, Johnson,
Levine, Lewis, Navarro, Pasion, Peterson, Price, Robles, Rogers, Seifert, Smith, Tyner, Wooten

1 and Braswell, by and through their attorneys of record Bill Lockyer, Attorney General of the
2 State of California and Deputy Attorney General Michael G. Lee, agree and stipulate as follows:

3 1. That this case shall be dismissed with prejudice upon the order of this court after
4 full payment has been made as specified in paragraph 4 and, that no complaint entertaining any
5 of the claims raised herein, or that might have been raised herein, shall be filed at anytime in the
6 future against the defendants named and unnamed;

7 2. Plaintiff does for themselves, their heirs, executors, administrators, attorneys,
8 representatives, agents and assigns, release and expressly waive the right to pursue any and all
9 claims, demands, liabilities, actions, suits, causes of action, obligations, controversies, costs,
10 expenses, damages, losses and judgments of every kind or character in law, equity or otherwise,
11 including attorney's fees and costs, against the defendants, named and unnamed, and the State of
12 California, its agencies and departments, officers, employees, agents or assigns which plaintiffs
13 have based upon or by reason of, in whole or in part, any act, omission to act, transaction,
14 practice, conduct, matter, cause or thing of any kind or charge directly or indirectly arising out of
15 or in anyway connected with the alleged events which are the subject of the action *Estate of John*
16 *Douglas White, et al. v. Frederick Brown, et al.*, No. CIV-F-02-5939 OWW TAG;

17 3. The liability alleged in this lawsuit is disputed and this settlement does not
18 constitute an admission of guilt or wrongdoing on the part of the defendants or any person or
19 entity;

20 4. Plaintiffs shall receive in compromise of their claim of wrongful death resulting
21 from personal physical injuries suffered by their son J.D. White, \$850,000 payable to John
22 Douglas White and Michael P. Stone by a negotiable instrument made out to "John Douglas
23 White and Michael P. Stone P.C." Payment shall be made as soon as is reasonably possible, but
24 in no event, more than 180 days from the date of filing this agreement. The parties agree that
25 interest at the legal rate shall begin accruing on the \$850,000 settlement on October 1, 2005, and
26 shall be added thereto until the \$850,000 settlement plus accrued interest is paid in full. Full
27 payment of the \$850,000 settlement plus interest constitutes a full and final satisfaction of
28 Defendants' obligations pursuant to this settlement agreement.

1 5. Plaintiffs hereby release all claims arising out of events alleged which are the
2 subject of this action and voluntarily and expressly waive any and all rights or benefits of
3 California Civil Code section 1542.

4 California Civil Code section 1542 states: "A general release does not extend to claims
5 which the creditor does not know or suspect to exist in his favor at the time of the execution of
6 the release, which if known by him must have materially affected his settlement with the debtor."

7 Plaintiffs Estate of John Douglas White, John Douglas White and Beverly White agree
8 that, pursuant to the settlement, all rights which they may have retained under section 1542 or
9 any other similar applicable law of any state or territory of the United States are expressly
10 waived;

11 6. It is the intention of the parties that the settlement embodied in this settlement
12 agreement constitutes a release of all claims and a full and final accord and satisfaction of the
13 above-entitled action so as to bar all related, ancillary, or connected actions, costs, expenses,
14 attorney's fees and liabilities whatsoever, whether or not now known, suspected, claimed or
15 concealed;

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1 7. This settlement agreement and release constitutes all of the terms to which the
2 parties have agreed. There are no additional terms, agreements, understandings, or contracts
3 between the parties.
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5 DATED: June 21, 2005

/s/ Michael G. Lee

MICHAEL G. LEE

Deputy Attorney General

Attorney for defendants

8 DATED: June 21, 2005

/s/ Michael P. Stone

See Attachment for Signature

MICHAEL P. STONE

Attorney for plaintiffs

Estate of J.D. White, John Douglas White
and Beverly White

12 DATED: June 21, 2005

/s/ John Douglas White

See Attachment for Signature

JOHN DOUGLAS WHITE

15 DATED: June 21, 2005

/s/ Beverly Ann White

See Attachment for Signature

BEVERLY ANN WHITE

17 IT IS SO ORDERED.
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19 DATED: June 21, 2005

/s/ OLIVER W. WANGER

HONORABLE OLIVER W. WANGER

UNITED STATES DISTRICT JUDGE

21 02cv5939.settle.wpd